

EXHIBIT C



NFL PLAYER BENEFITS

NFL Player Benefits Office
200 St. Paul Street, Suite 2420
Baltimore, Maryland 21202
Phone: 800.638.3186
Fax: 410.783.0041

RECEIVED

December 29, 2016

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NFL PLAYER BENEFITS

John S. Rabun, M.D.
9890 Clayton Road, Suite 100
St. Louis, Missouri 63124

Re: Independent Medical Examinations for the NFL Player Disability & Neurocognitive Benefit Plan, Bert Bell/Pete Rozelle NFL Player Retirement Plan and 88 Plan

Dear Dr. Rabun:

Thank you for agreeing to serve the NFL Player Disability & Neurocognitive Benefit Plan, Bert Bell/Pete Rozelle NFL Player Retirement Plan and 88 Plan (individually, a "Plan;" together, the "Plans") by providing independent medical examinations of Players who seek benefits under a Plan. This letter ("Agreement") is a binding agreement between you and the Plans. It asks you to agree to provide your services according to certain standards. It is necessary that you agree to these standards, so that the Plans can refer Players to you for independent examinations.

You agree:

1. To complete all necessary tests and examinations no later than ten (10) business days after receiving a request from a Plan to examine a Player.
2. To determine the appropriate testing and examinations for the Player, taking into account the Player's claimed impairments and related conditions, as set forth in the Player's application or as advised by the NFL Player Benefits Office or the Plans' Medical Director.
3. That such tests and examinations shall include, without limitation, an examination of each Player by you personally, for as long as required, as well as any imaging and laboratory testing necessary to accurately evaluate the Player's impairments and conditions.
4. That you will personally review and evaluate any and all medical records and materials provided to you by a Plan. In the event you receive any materials directly from the Player or a representative of the Player, you will promptly forward a copy of such materials to the Plan.

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5. That you will personally complete the Plan's Physician's Report Form as well as a comprehensive narrative report on each Player that specifies what records and materials you reviewed, what conclusions you reached, what evidence supports those conclusions, and what evidence, if any, supports a contrary conclusion.
6. To provide the Plan, by overnight mail and, upon request, by fax, the completed Physician's Report Form, narrative report, and any test results no later than ten (10) business days after completing the tests and examinations.
7. That you will personally respond to any requests by a Plan or its Medical Director for clarification or for further information about the Player's capacities and limitations within ten (10) business days of receiving any such request.
8. To refrain from providing the Player with any form of medical treatment, any recommendation of possible courses of treatment or medications, or any advice about rehabilitation or vocational matters. Further, there should be no critique or commentary on prior treatment. Notwithstanding these rules, you should comply with any legal or ethical reporting or referral obligations that may apply to you, for example if you determine a Player is a threat to himself or others.
9. To avoid any contact or communication with representatives of a Player (including, for example, agents and attorneys), other than for purposes of scheduling tests and examination, and to notify the Plans promptly of any such contact that is attempted.
10. To refuse any requests for information, including records or test results, received from Players or their representatives, and to notify the Plan promptly of such requests.
11. That you will personally conduct each test and examination, and prepare each report, according to the highest applicable professional standards, without any bias or favoritism for or against any Player.
12. To refrain at all times from publicly discussing or commenting on any aspect of the Plans, their procedures, or any Player, even if you no longer provide services to any of the Plans. This provision will survive termination of this Agreement.
13. To decline to examine on behalf of a Plan any Player whom you have examined or advised for a different purpose (that is, a purpose other than to evaluate his qualifications for benefits under the Plans), and to notify the Plan promptly of such prior services upon receiving a request from the Plan to examine the Player.

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14. To notify the Plan immediately in the event a Player does not appear for a scheduled examination or is unable to schedule an examination in sufficient time to meet the deadlines set out above.
15. To retain records of the Player in complete confidence and in accordance with all applicable state and federal privacy requirements and to return such records to the NFL Player Benefits Office six (6) months after the examination.
16. To refrain from using the names, logos, or other marks of the NFL, the NFL Players Association, the Bert Bell/Pete Rozelle NFL Player Retirement Plan, the NFL Player Disability & Neurocognitive Benefit Plan, the 88 Plan, or any of the NFL Member Clubs, or any reproduction of them, in any advertising, commercial, promotion, publicity, marketing, sales materials, or display materials utilized by you (including any materials published on a commercial on-line service, the World Wide Web or successor media).
17. That you have no actual or perceived conflict of interest, including, but not limited to, membership on the Injury Grievance Physician's panel, prior employment by an NFL team, or membership on the Second Opinion Panel of the collective bargaining agreement or any other panel established by the NFLPA or the NFL.

In consideration for your services under this Agreement, the Plans will pay you a fee for each independent medical examination you conduct at the Plan's direction in the amount of \$3,000. The Plan also will reimburse you for any testing performed in connection with your independent medical examination. The Plan will provide the payment within ten (10) business days after receiving your completed narrative report and test results.

You agree and understand that you are an independent contractor. You will not be considered an employee of the Plans, their sponsors, or any of their related or affiliated entities for any reason. You specifically agree that the compensation provided to you under this Agreement constitutes adequate consideration for your rejection of any benefits the Plan or their sponsors extend to any of their employees. Further, the Plans will not withhold any tax from or pay any taxes with respect to fees or other amounts payable to you. You acknowledge and assume full responsibility and liability for income and employment taxes due with respect to fees received and agree to pay such taxes in a timely manner.

This Agreement supersedes any prior agreements between the parties.

John S. Rabun, M.D.

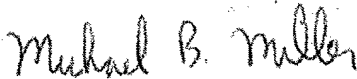
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If you agree to the foregoing, please sign below and return this letter to the NFL Player Benefits Office.

Thank you for your cooperation. We look forward to working with you.

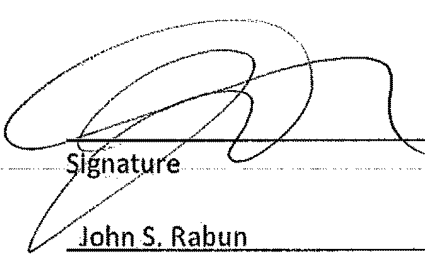
Sincerely,



Michael B. Miller
Plan Director

* * * * *

I have read and understood the foregoing. I agree to meet the standards described above in performing independent medical examinations on behalf of the Plans.



Signature

John S. Rabun
Physician Name (Please print)

01/05/17
Date

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